

ENTERED

September 01, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION****IN RE:****HOUSTON REAL ESTATE PROPERTIES,
LLC,
Debtor.****CASE NO. 22-32998
(Chapter 7)****JOHN QUINLAN, OMAR KHAWAJA,
AND OSAMA ABDULLATIF,
Movants,****ADVERSARY NO. 23-03141****v.****HOUSTON REAL ESTATE PROPERTIES,
LLC, et al.,
Respondents.****ORDER GRANTING TEMPORARY RESTRAINING ORDER**

The Court considered Movants' Original and Verified Supplemental Complaint and Application for Injunctive Relief against Cypress BridgCo, LLC, Magnolia BridgeCo, LLC, Shepherd-Huldy Development I, LLC, 9201 Memorial Dr. LLC, 2727 Kirby 26L LLC, five of the named defendants and or Respondents herein. Having heard the evidence and arguments of counsel and having read Movants' Original and Verified Supplemental Complaint and Application for Injunctive Relief, the Court is of the opinion that Movants are entitled to a temporary restraining order; that unless Cypress BridgCo, LLC, Magnolia BridgeCo, LLC, Shepherd-Huldy Development I, LLC, 9201 Memorial Dr. LLC, 2727 Kirby 26L LLC, their agents, assignees, servants, representatives, employees, officers, directors, partners, associates, and all parties affiliated with them, are immediately restrained and enjoined from selling, conveying, devising, transferring, and or foreclosing upon, that certain real property with the common addresses of:

- [1] 2503 S. Shepherd Dr., Houston, Texas 77019;
- [2] 2421 Shepherd Dr., Houston, Texas 77019;
- [3] 2502 Huldy St., Houston, Texas 77019;
- [4] 2424 Huldy St., Houston, Texas 77019;
- [5] 9201 Memorial Drive, Houston, Texas 77024; and
- [6] 2727 Kirby 26L, Houston, Texas 77098;

all in Harris County, Texas and legally described in the applicable Notices of Foreclosure Sale and Deeds of Trust¹, which are a part of the record, (the “Properties”), and foreclosing on those certain deed or deeds of trust then they shall sell or convey or foreclose upon the Properties before notice can be given and a hearing is had on Movants’ Original and Verified Supplemental Complaint and Application for Injunctive Relief; and that if the commission of the aforementioned acts are not restrained immediately, Movants will suffer irreparable injury and harm. It is therefore,

ORDERED, ADJUDGED AND DECREED, that Cypress BridgCo, LLC, Magnolia BridgeCo, LLC, Shepherd-Huldy Development I, LLC, 9201 Memorial Dr. LLC, 2727 Kirby 26L LLC, their agents, assignees, servants, representatives, employees, officers, directors, partners and all parties affiliated with them are hereby enjoined and restrained from directly or indirectly selling, conveying, and or foreclosing, attempting to sell, convey, and or foreclose, taking steps to perfect the sale, conveyance, and or foreclosure, and posting for sale, conveyance, and or foreclosure, the Properties, and if the commission of said acts be not immediately restrained, then Movants will suffer immediate and irreparable injury and harm. Aside from this temporary restraining order, there is no other adequate remedy at law which can immediately stop the above mentioned injury. It is further,

ORDERED, ADJUDGED AND DECREED, that Cypress BridgCo, LLC, Magnolia BridgeCo, LLC, Shepherd-Huldy Development I, LLC, 9201 Memorial Dr. LLC, 2727 Kirby 26L

¹ See Document Numbers 25-1, 25-2, and 25-3, in this Adversary proceeding, for the applicable Notices of Foreclosure Sale and Deeds of Trust and legal descriptions. These documents are hereby incorporated by reference herein.

LLC, appear for the temporary injunction to be heard before this honorable court on the 12th day of September 2023, at 10 o'clock a.m., then and there to show cause, if any, as to why a temporary injunction should not be issued as requested by Movants. The clerk of the Court is hereby directed to issue a show cause notice to Cypress BridgCo, LLC, Magnolia BridgeCo, LLC, Shepherd-Huldy Development I, LLC, 9201 Memorial Dr. LLC, 2727 Kirby 26L LLC to appear at the temporary injunction hearing. It is further,

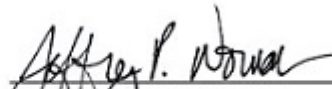
ORDERED, ADJUDGED AND DECREED, that the terms of this temporary restraining order shall remain in place as required by law or order of the Court. It is further,

ORDERED, ADJUDGED AND DECREED, that Movants execute and file with the Clerk a Bond, in conformity with the law in the amount of \$100,000.00, as approved by the Clerk of this Court. It is further,

ORDERED, ADJUDGED AND DECREED, that the Clerk shall, on the filing by Plaintiff of the Bond required, and on approving the same according to law, issue a temporary restraining order and all necessary Writs in conformity with the law and the terms of this Order.

SIGNED on this 1ST day of September 2023, at 8:43 o'clock A.M.

Signed: September 01, 2023



Jeffrey P. Norman
United States Bankruptcy Judge